be thereunto required would well and faithfully content and pay Liber N N notwithstanding which the said John his promise and assumption aforesaid not regarding but Subtilly & fraudulently intending him the said Gerard in this behalfe craftily and Subtilly to deceive and defraud the aforesaid tenn thousand nine hundred & forty pounds of tobacco to him the said Gerard though often thereunto required hath not paid but the Same to pay hath altogether refused and denyed and as yet deny Whereupon he saith he is dampnified and hath losse p. 109 to the value of twenty thousand pounds of tobacco And thereupon he bringeth his Suite.

And the Said John Allen by Kenelm Cheseldyn his Attorny cometh and defendeth the force and injury when &c and prayeth liberty to imparle hereunto untill next Court the same day is given to both parties.

Now here at this day to wit the thirtenth day of April in the first yeare of his Lopps Dominion &c Annog Dom One thousand Six hundred Seventy Six came the said Gerard Slye by his Attorny aforesaid and Offered himselfe against the said John Allen in the plea aforesaid but the said John Came not but made default Therefore it is granted by the Court here that the Said Gerard Slye recover against the said John Allen aswell the summe of tenn thousand nine hundred and forty pounds of tobacco damages Occasioned by the trespas aforesaid as also the Summe of five hundred sixty Seaven pounds of tobacco costs of Suite.

Gerard Slye

agt

Henry Bonner late of Charles County otherwise
called Henry Bonner of Charles County in the Province of Maryland Gent was Sumoned to answer unto
Gerard Slye in a plea that he render unto him the
Summe of foure thousand One hundred and ninty six pounds of
tobacco which he oweth & unjustly deteineth.

And the said Gerard by Robert Carvile his Attorny saith that he the said Henry the thirtith day of May in the yeare of Our Lord One thousand six hundred Seventy two by his certaine writeing Obligatory sealed with the seale of him the Said Henry and here in Court produced whose date is the same day and yeare above-written was holden and firmly bounden unto him the Said Gerard Slye in the just Summe of foure thousand One hundred & ninty six pounds of good Sound bright and merchantable tobacco in caske to be paid to him the said Gerard Slye his heirs execut^{rs} adm^{rs} & assignes out of his Cropp in Charles County aforesaid upon the tenth day of October next ensueing the date thereof notwithstanding which the Said Henry the Said Summe of foure thousand One hundred & ninty Six pounds of tobacco to him the Said Gerard hath not paid though often thereunto required but the same to pay hath altogether denyed and as yet doth deny whereupon he saith he is